IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO. 153 OF 2004

Nishiland Park ltd. ..Applicants

Versus

Pepsi Cola India Marketing Co. Ltd. ...Respondents

Mr. Ajay Panicker for the applicants.

CORAM: DALVEER BHANDARI, C.J.
DATE: FEBRUARY 11, 2005

P.C.

The learned counsel for the applicant submits that respondents have been served three times. Despite service, no one is present.

2. The learned counsel pointed out clause 10.1 of the agreement dated 1st February, 1999. The same reads as under:

> "10.1 Any dispute or difference or claim arising out of or in relation to this agreement including the construction, validity, performance or breach thereof which the parties cannot settle by mutual agreement shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any statutory amendments thereto from time to

time."

3. The learned counsel further submits that since disputes have arisen between the parties, the same be referred to an arbitration of a retired Judge of this Court. I deem it appropriate to refer these disputes to a retired Judge of this Court.

4. The Hon'ble Mr. Justice B. P. Saraf, retired Chief Justice of Jammu & Kashmir High Court, is requested to accept this arbitration. He would be at liberty to fix his own fees. This application is accordingly disposed of.

CHIEF JUSTICE